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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

22 JUL 1982

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Anthony D. Gaess
33 North Avenue
Montvale, New Jersey 07645

Re: Remedial Actions at Kin-Buc
Landfill Site, Edison, New Jersey

Dear Mr. Gaess:

I am writing you concerning the progress which has been made during the last six months between you and EPA Region II's Hazardous Waste Site Branch as a result of a December 29, 1981 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) demand letter to you from the United States Attorney for the District of New Jersey, informing you of EPA's determination that a release of hazardous substance existed at the Kin-Buc Landfill and that you were a potentially responsible party under CERCLA. That letter set forth with specificity certain minimum elements of a remedial plan which you could submit to EPA within 45 days of receipt of that letter in the event you chose to exercise the option of taking appropriate remedial action at the site in lieu of such action by the EPA. Our records indicate that you have failed to address the concerns of the December 29 notice letter.

During the course of the past six months, the leachate generation and discharge at the Landfill site has not ameliorated. Consequently, this is to inform you that as of July 7, 1982, EPA and the State of New Jersey have entered into a contract pursuant to CERCLA, 42 U.S.C. §§9604(a)(1), (c)(2), and (c)(3) (hereinafter, "the Contract"), to provide for initial remedial activities at the Kin-Buc Landfill, including a remedial action feasibility study, leachate treatability study, preparation of a conceptual design of remedial alternatives selected, and implementation of interim collection and treatment systems for leachate emanating from the Landfill, together with ancillary disposal of collected materials. A copy of the Contract is enclosed.

Because of the new allocation which will be used to fund work under the Contract, you will have the opportunity to declare your willingness to perform, either yourself or through your own contractors, the various measures contemplated

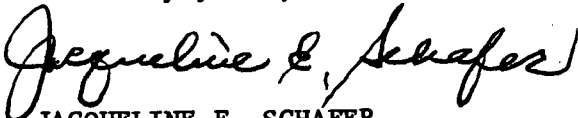
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by the terms of the Contract. Should you, entirely at your own expense, desire to assume the role of EPA's present on-scene removal contractor and perform both the tasks currently being performed by that contractor (Appendix B, Item 4 of the Contract) as well as the tasks contemplated being performed by some contractor under the initial phase of the Contract (Appendix B, Items 1, 5, and 6 of the Contract), you should notify Mr. Henry Gluckstern at this office not later than 5 (FIVE) business days from the date of receipt of this letter. Following the expiration of said 5 days, EPA will consider that you have rejected this option, and EPA will then seek reimbursement from you for costs incurred in performing said tasks. The tasks contemplated by the work statement are set forth in Attachment B of the Contract.

This letter also places you on notice that you have 60 (SIXTY) days from July 7, 1982 to exercise the option of performing in full the tasks provided for in Appendix B, Items 2, 3, 7, and 8 of the Contract within the same time frameworks indicated in the Contract. Following the expiration of said 60 days, EPA will consider that you have rejected this option, and EPA will then seek reimbursement from you for costs incurred under the Contract. The tasks contemplated by the work statement are set forth in Attachment B of the Contract.

Should you wish to exercise the second option provided herein, please contact Mr. Gluckstern.

Sincerely yours,



JACQUELINE E. SCHAFER
Regional Administrator

Enclosure

cc: (without enclosure)

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